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Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

THOMAS GOETZ, CONTRACTS MANAGER

DEBRA STREUFERT, CONTRACTING OFFICER

15B. GONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

BY

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(Signature of Cubiracting Officer)

(Signature of Cubiracting Officer)

The purpose of this modification is to add provisions for Securify. Accordingly, the contract is modified as follows:

1. Under Part One, Table Three, add SCLINs 0029AL through 0029AV to provide a network monitoring capability, as follows:

ITEM	SERVICE	Minimum Quantity Year 2003	MONTHLY SERVICE PRICE	SERVICE PRICE/PROGRAM YEAR
0029AL	Full Securify Enterprise license for Securify SecurVantage Studio, Monitoring Point, and Enterprise Manager for use within Navy networks (See Note S)	1 Lo		\$5,000,000
0029AM	Services of 65 Monitoring Points through installation and configuration (See Notes Q and S)	65 Ea		\$250,000
0029AN	Operation of 65 Monitoring Points from 30 June 03 through 31 December 03 (See Note S)	6 Mo		\$350,000
0029AP	Operation of 65 Monitoring Points from 01 January 04 through 30 June 04	6 Mo		\$200,000
0029AQ	Provisioning of Securify appliance hardware (See Note Q)	1000 Ea	TBD	TBD
0029AR	Professional services for installation and initial configuration of the Monitoring Point (See Note Q)	1000 Ea.	TBD	TBD
0029AS	Professional services for operation of a Monitoring Point (See Note Q)	12 Mo		NTE\$37,440
0029AT	Additional Monitoring Point installed, sustained, and hardware supplied by Government (See Note R)			\$N/C
0029AU	Relocation of Monitoring Point appliances (See Note R)	65 Ea		\$N/C
0029AV	Relocation of Monitoring Point appliances beyond 65 relocations (See Note Q)	1000 Ea		TBD

Note Q – SCLINs 0029AQ, AR, and AS are priced on a not-to-exceed basis. The price for SCLIN 0029AQ shall not exceed \$3,675 per unit. The price for SCLIN 0029AR shall not exceed \$4,318 per unit. Volume discounts for SLINs 0029AQ and 0029AR will be definitized at the time of each order. The price for SCLIN 0029AV shall be established at the time of each order. SCLIN 0029AS may be ordered multiple times to service Monitoring Points ordered in SCLINs 0029AM, 0029AQ, and 0029AR. The unit of order for all three SCLINs is one each, rather than one month.

Note R – SCLINs 0029AT and 0029AU are priced on a no-cost basis.

Note S – SCLINs 0029AL, 0029AM, and 0029AN must be ordered together and for the full quantity.

2. Under Part One, CLIN Descriptions add the following:

Item 0029AL: Full Securify Enterprise license for Securify SecurVantage Studio, Monitoring Point, and Enterprise Manager for use within Navy networks (See Note S): The Contractor shall provide service in accordance with the attached Management and Technical Approach dated May 7, 2003. For a 24-month period, beginning on the effective date of the order and lasting through June 6, 2005, the Government may install an unlimited number of copies of the stated software on NMCI networks and those legacy networks that will transition to NMCI. After June 6, 2005, all software installations made under this contract, whether installed by the contractor or the Government, shall be deemed to be perpetual licenses, and the contractor shall transfer its license rights to all deployed Securify software licenses as well as title to all Monitoring Point appliances acquired under this task order to the Government.

If any conflict, ambiguity, difference or inconsistency exists between the terms of this contract modification, the Securify order confirmation, and the Securify SecurVantage Studio License Agreement, the terms of the NMCI contract shall govern.

Item 0029AM: Services of 65 Monitoring Points through installation and configuration (See Note Q and S): Shall be accomplished in accordance with the attached Management and Technical Approach, date May 7, 2003. This deployment shall include all hardware, software, and professional services necessary to install and maintain the monitoring point appliances.

Item 0029AN (and 0029AP if option is exercised): **Operation of 65 Monitoring Points** (See Note S): Shall provide for the operation of 65 monitoring points as described in the Management and Technical Approach, sections 2.1.2 and 3.3.3.

<u>Item 0029AQ</u>: **Provisioning of Securify appliance Hardware (See Note Q)**: In accordance with Section 3 of the Management and Technical Approach, the contractor

shall supply the hardware, and the software on which it runs, to make a Monitoring Point that is ready to be installed and configured.

Item 0029AR: Professional services for installation and initial configuration of the Monitoring Point (See Note Q): In accordance with Section 3 of the Management and Technical Approach, the contractor shall install and initially configure a monitoring point appliance (whether supplied by the contractor or by the Government) into a network.

Item 0029AS: Professional services for operation of a Monitoring Point (See Note Q): In accordance with Sections 2.1.2 and 3.3.3 of the Management and Technical Approach, the contractor shall operate the Monitoring Point for a 12-month period.

Item 0029AT: Additional Monitoring Point installed, sustained, and hardware supplied by Government (See Note R): In accordance with Section 3 of the Management and Technical Approach, the contractor shall cooperate with the Government's efforts to install and sustain a Monitoring Point. There shall be no charge for incidental contractor efforts during installation.

Item 0029AU (and 0029AV if option is exercised): **Relocation of Monitoring Point appliances (See Note Q and R)**: In accordance with Section 2.1.1.3, the contractor shall, when requested, uninstall a Monitoring Point, and reinstall it and configure it into another location. There shall be no charge for incidental contractor efforts during installation.

- 3. A conformed copy of the revised contract is made a part of this modification as a result of the changes outlined herein.
- 4. All other terms and conditions of contract N00024-00-D-6000 remain unchanged and in full force and effect.
- 5. The Securify Order Confirmation, which delineates the terms and conditions of EDS' licensing rights from Securify, is incorporated into this modification as attached.